

**REMARKS****Overview**

This Amendment accompanies the filing of a Request for Continued Examination (RCE). Claim 1-11, 13-23, and 25-26 are pending in the present application. Claims 1, 3-6, 10, 11, 14, 15, 16, 17, 19 and 21 have been amended. Claims 12 and 24 have been cancelled. Claims 25-26 are new. In addition to the amendments discussed below, claims 1, 3-6, 11, 14 and 16 have been amended to change "website" to --web site-- for consistency throughout the claims. The present response is an earnest effort to place the claims in proper form for allowance.

**Issues Under 35 U.S.C. § 102**

Claims 1-7, 9-11, 15-19 and 21-24 have been rejected under 35 U.S.C. § 102(a) as being anticipated by U.S. Patent No. 6,272,472 to Danneels et al.

Danneels discloses a dynamic linking of supplier web sites to reseller web sites in the context of electronic commerce. Danneels discloses a purchaser being able to select items at its supplier's web site and being able to transfer the list of selected items to a reseller's web site without having to enter the information a second time. As noted by the Examiner, Danneels only discloses the pricing availability information for the selected items after the list of items has been transferred to the resellers web site (See Office Action, page 4, paragraph 5). Further, Danneels does not disclose the use of a consumer's zip code to determine a local retailer's web site to which the product purchase selection should be transferred.

Claim 1 has been amended to include the limitation of "the first web site being further adapted to display a price of the product purchase selection prior to transferring the product purchase selection." It is respectfully submitted that this limitation makes clear that the first web

site provides pricing information to facilitate the consumer/purchaser making an informed decision without needing to leave the first web site. This difference is significant because the first web site maintains greater control over the buying process. In particular, the consumer makes the decision whether to buy or not on the first web site, and manifests this decision by placing the product selection in the cart. Before leaving the first web site, the consumer knows what the price will be when. Thus, because the first web site manages the buying process, there is less likelihood of losing a sale of the product once selected. Consider what could happen if the first web site does not control the buying process in the claimed manner. A would-be purchaser of a product could be directed to a second web site and because pricing was unsatisfactory select a different product which could even be a product not available on the first web site. For example, a consumer could visit the first web site and select a MAYTAG® appliance. A consumer could then be directed towards a second web site such as a Sears web site. If the consumer was not content with the price of the MAYTAG® appliance, the consumer could potentially select a different brand of product at the Sears web site -- one not even associated with the first web site (i.e. a non-Maytag appliance). By providing pricing information on the first web site, consumers are only directed towards the second web site once they are ready to make the purchase -- after having reviewed pricing information and placing the purchase in their cart. This methodology increases the likelihood that a consumer who comes to a MAYTAG® web site to buy an appliance, ultimately buys a MAYTAG® appliance even though the consumer is ultimately directed towards a second web site to complete the sale. Thus, this rejection to claim 1 must be withdrawn.

As claims 2-7, 9 and 16 depend from claim 1, these rejections should also be withdrawn.

Independent claim 10 has been amended to include the limitation "providing an online consumer with a web site having a view of a first shopping cart containing one or more product purchase selections and adapted for displaying pricing of the one or more product purchase selection". It is respectfully submitted that this limitation makes clear that the pricing information is available to the consumer before the consumer transfers the information from the first web site to the shopping cart of the second web site. Danneels does not disclose this limitation and thus does not anticipate claim 10. Moreover, this difference is significant because it enables the first web site to better manage the buying/selling process.

The consumer is drawn to the first web site, thus, it should be possible to capture the sale of a product listed on the first web site. However, by sending a consumer to another web site, one would give up control. The present invention allows the first web site to manage enough of the buying/selling process prior to transferring the customer to another web site to avoid giving up the sale. Therefore this rejection to claim 10 should be withdrawn. As claims 11, 13 and 14 depend from claim 10, it is respectfully submitted that these rejections should also be withdrawn.

Claim 15 has been amended to include the limitation of "a first web site adapted to communicate product information and product pricing to consumers and adapted to receive at least one product purchase selection from a consumer". The added limitation further distinguishes claim 15 from Danneels in that the first web site displays pricing information before the transfer of the shopping cart from the first web site to the shopping cart of the second web site. Danneels does not disclose such a limitation. It is respectfully submitted that claim 15 is now in proper form for allowance.

Claim 17 has been amended to include the limitation of "the web site adapted to receive the online consumer's zip code." Danneels does not disclose using the online consumer zip code

before the transferring of information from the first web site to the second web site. This is another example of how the present invention allows a web site to manage the buying/selling process by collecting information which could be used to match a consumer with the most appropriate sellers, to increase the likelihood that the sale of the product selected at the first web site is actually completed. As claim 18 depends from claim 17, it is respectfully submitted that the rejection should be withdrawn.

Claim 19 has been amended to include the limitation of "receiving at least one product purchase selection and a zip code on the manufacturer web site." As previously discussed, Danneels does not disclose the inclusion of a zip code in the first web site. Therefore, this rejection should also be withdrawn.

Claim 21 has been amended to include the limitation "providing pricing information for the product purchase selection." As Danneels does not disclose provider pricing information at the first web site, this limitation must also be withdrawn. As claims 22 and 23 depend from claim 21, it is respectfully submitted that these rejections should also be withdrawn.

Claim 24 has been cancelled and therefore this rejection is moot.

#### **Issues Under 35 U.S.C. § 103(a)**

Claim 8 has been rejected as unpatentable over Danneels in view of Microsoft Computer Dictionary. As claim 8 depends from claim 1 and the Microsoft Computer Dictionary does not remedy the deficiencies of Danneels, it is respectfully submitted that this rejection to claim 8 should be withdrawn.

Claims 12-14 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Danneels in view of Dworkin. The Examiner has relied upon U.S. Patent No. 4,992,940 to

Dworkin to teach the limitation of providing a consumer/user with a listing of price, specification (policies) and availability prior to selection of purchase by the user. The combination of Danneels and Dworkin is inappropriate because Danneels is a dynamic system of locating resellers with the intent of funneling consumers from the supplier's web site to the resellers web site. Dworkin is a static system that gathers information of what suppliers are available for a specific item and then fills the consumer's needs with the item at the best price. Thus, to combine these references would alter the principal operation of both references. Further, there would be no motivation, or suggestion to combine the prior art as Danneels is directed towards a symbiotic relationship between the reseller and the supplier and Dworkin isolates the consumer from the supplier. It is therefore submitted that this rejection to claims 12-14 should be withdrawn.

It is further observed that neither reference addresses precisely the same problem as addressed by the present invention -- wanting to increase the likelihood that a sale referred to an online partner is consummated. Danneels refers a sale to an online partner, but loses control. Dworkin controls the process completely. Neither solution addresses the problem identified and solved by the claimed invention.

Claim 20 had been rejected under 35 U.S.C. § 102(a) as being unpatentable over Danneels in view of Applicant's Disclosure. As claim 20 depends from claim 19, which has been amended, it is respectfully submitted that this rejection be withdrawn as well.

#### New Claims

Claims 25 and 26 are new and do not add new matter.

**Conclusion**

This Amendment accompanies a Request for Continued Examination (RCE). Please charge Deposit Account No. 26-0084 the amount of \$790.00 per the attached Request for Continued Examination Transmittal. No other fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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